



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

**FRED LEAF**  
Chief Operating Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

**Gloria Molina**  
First District

**Yvonne Brathwaite Burke**  
Second District

**Zev Yaroslavsky**  
Third District

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Fourth District

**Michael D. Antonovich**  
Fifth District

June 9, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENTS**  
(All Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of Health Services, or his designee to execute amendments, substantially similar to Exhibit I, to extend 18 agreements with providers of various temporary medical personnel services identified in Attachment B, on a month-to-month basis, effective July 1, 2005 through December 31, 2005, in the approximate amount of \$9.89 million for the six-month period.
2. Approve a new form agreement, substantially similar to Exhibit II, and delegate authority to the Director to offer and execute the new form agreement to qualified current and/or new providers of various temporary medical personnel services who are willing to agree to the County's terms and conditions, at the rates listed in Exhibit II, beginning July 1, 2005 through June 30, 2008, and to supersede any existing agreement upon full execution of the new agreement.
3. Delegate authority to the Director to offer a 10% pay rate increase to the rates listed in Attachment C, effective July 1, 2005, for temporary medical personnel who travel 50 miles, or more, one-way, and who agree to work at High Desert Health System.

**PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:**

The Department of Health Services (Department or DHS) is requesting approval to extend 18 contracts for temporary medical personnel services on a month-to-month basis to allow the Department time to conduct a study to determine the need for a formal Department-wide contracting qualification instrument to qualify personnel agencies and their temporary medical personnel.

Current and new providers who qualify and who agree to the terms and conditions of the new form agreement could be offered the new agreement beginning July 1, 2005. Any individual agreement would be effective upon full execution by both parties through June 30, 2008.

The Department has experienced difficulties in recruiting temporary medical personnel to work at High Desert Health System (HDHS). The ability to offer a 10% pay increase to current rates listed in Attachment C, for temporary medical personnel who travel 50 or more miles one-way to the job-site will enhance the ability of HDHS to obtain the temporary medical personnel needed.

#### FISCAL IMPACT/FINANCING:

The estimated net County cost for the 18 amendments is estimated to be \$9.89 million for the period July 1, 2005 through December 31, 2005. Funding is included in the Fiscal Year 2005-06 Proposed Budget and funding for the new form agreement at the proposed rates listed in Exhibit II will be requested in future fiscal years.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On December 21, 1998, the County contracted with private agencies for the provision of temporary medical personnel services to address critical staffing shortages, peak workloads, unexpected emergencies, and vacation coverage at DHS facilities. On December 19, 2000, the Board approved renewal form agreements with the providers listed in attachment B through June 30, 2003. On June 17, 2003, the Board approved one-year extension amendments effective July 1, 2003 through June 30, 2004. On June 29, 2004, the Board approved extensions to the temporary medical personnel services agreements effective July 1, 2004 through June 30, 2005.

Historically, DHS facilities have qualified temporary medical personnel candidates at each respective facility. DHS is conducting a study to determine if it would be beneficial to develop and utilize a "Department-wide" qualification instrument. The Department expects to complete the study and any resultant qualification instrument prior to December 31, 2005. In the interim, DHS facilities will continue to conduct the qualification process in the current manner.

Medical personnel services will continue to be utilized only for the most critical Department functions which County employees and County re-employment list personnel are unable to provide.

The new form agreement contains all of the latest Board mandated provisions and has been forwarded to the Department of Human Resources, Employee Relations and affected unions for review.

Attachment A provides additional information.

County Counsel has approved the amendment and agreement as to form.

#### CONTRACTING PROCESS:

Information concerning this opportunity for contracting will be posted on the Office of Small Business' Countywide Web Site and advertised in approved publications. The Department will also notify all known interested and qualified agencies of this potential contracting opportunity to provide temporary medical personnel services at DHS facilities and other County departments.

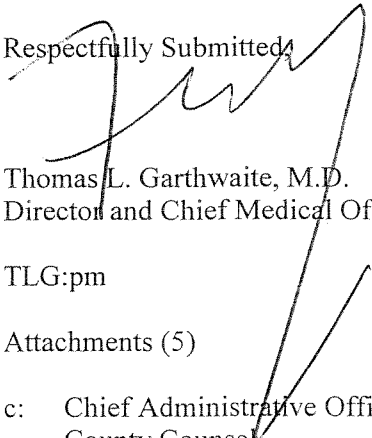
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Approval of the recommended amendments will ensure the continued availability of temporary medical personnel services for County patients at County hospitals, comprehensive health centers, and health centers and other County departments through December 31, 2005.

When approved, this Department requires three signed copies of the Board's action.

Respectfully Submitted,

  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:pm

Attachments (5)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Auditor-Controller

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**SUMMARY OF AGREEMENT**

1. TYPE OF SERVICE:

Temporary medical personnel services.

2. TERM:

The 18 amendments will extend the current provider agreements identified in Attachment B, for six months effective July 1, 2005 through December 31, 2005. The new form agreement will be available for use by qualified providers beginning July 1, 2005 through June 30, 2008.

3. FINANCING INFORMATION:

The estimated net County cost is estimated at \$9.89 million for the period effective July 1, 2005 through December 31, 2005. Funding is included in the Fiscal Year 2005-06 Proposed Budget and will be requested in future fiscal years.

4. ACCOUNTABILITY FOR MONITORING:

The administrators and medical directors at DHS facilities where services are provided will continue to monitor the contractor's performance.

APPROVALS:

Health Services Administration

Fred Leaf, Chief Operating Officer

Contracts and Grants:

Cara O'Neill, Chief

County Counsel (approval as to form): Sharon A. Reichman, Principal

**ATTACHMENT B**

**TEMPORARY MEDICAL PERSONNEL SERVICES  
EFFECTIVE JULY 1, 2005 THROUGH DECEMBER 31, 2005**

| CONTRACTOR  | CONTRACT NUMBER<br>(and Current Amendment No.) | SERVICES   |
|---|--|--|
| Associated Health Care                            | H-700817-0                                     | Neurological Testing   |
| Complete Therapy Service                          | H-211938-4                                     | Audiology, Occupational Therapy,<br>Physical Therapy and Speech<br>Pathology |
| Cross Country Staffing                            | H-212219-4                                     | Audiology, Occupational Therapy,<br>Physical Therapy and Speech<br>Pathology |
| Echo Tech Imaging                                 | H-211923-4                                     | Radiology  |
| Golden Imaging                                    | H-207534-3                                     | Radiology  |
| Mediscan Diagnostic Services                      | H-207303-4                                     | Radiology  |
| Medstone International                            | H-300502-2                                     | Mobile Lithotripsy   |
| Neonatal Respiratory Team                         | H-700839-0                                     | Respiratory Care   |
| Neurotrace  | H-300291-2                                     | Neurological Testing   |
| Professional Respiratory<br>Network               | H-700838-0                                     | Respiratory Care   |
| Reliable Health Care Services                     | H-207301-4                                     | Radiology  |
| Reliable Health Care Services                     | H-207306-5                                     | Medical Support  |
| Reliable Health Care Services                     | H-207304-4                                     | Respiratory Care   |
| Siracusa Enterprises dba<br>Quality Imaging, Inc. | H-211920-4                                     | Radiology  |
| Synaptic Technologies                             | H-300292-2                                     | Neurological Testing   |
| USC Radiology Associates                          | H-211937-4                                     | Radiology  |
| United Technologists Assoc.                       | H-700192-1                                     | Radiology  |
| X-prt Medical Imaging                             | H-700186-1                                     | Radiology  |

RATES

**EXHIBIT A-1**

(Temporary audiology, occupational therapy, physical therapy, recreational therapy and speech pathology)

|  |         |
|--|---------|
| Licensed Audiologist                     | \$51.50 |
| Audiology Assistant                      | \$37.08 |
| Registered Occupational Therapist        | \$51.50 |
| Certified Occupational Therapy Assistant | \$51.50 |
| Licensed Physical Therapy                | \$51.50 |
| Certified Physical Therapy Assistant     | \$37.08 |
| Licensed Speech Pathologist              | \$51.50 |
| Recreation Therapist                     | \$46.35 |
| Recreation Therapy Assistant             | \$30.90 |
| Rehabilitation Therapy Technician/Aide   | \$25.75 |
| Other Therapy Services not listed above  | \$51.50 |

**EXHIBIT A-2**

(Neurological Testing)

|  |  |
|--|--|
| EEG/EP Procedures (Routine)            | \$103.00 per study                     |
| - for 40 to 50 studies/mo.             | \$128.75 per study                     |
| - for 1 to 39 studies/mo.              | \$154.50 per study                     |
| EEG Procedures (Neonatal/NICU) - month | \$144.20 per study for 51 plus studies |
| - for 40 to 50 studies/mo.             | \$169.95 per study                     |
| - for 1 to 39 studies/mo.              | \$195.70 per study                     |

Extended Studies

|   |                    |
|---|--------------------|
| EEG/EP Procedures (Prolonged - 1 Hr. Additional)  | \$144.20 per study |
| EEG/EP Procedures (Prolonged - 2 Hr. Additional)  | \$288.40 per study |
| EEG/EP Procedures (STAT/On Call)                  | \$231.75 per study |
| EEG/EP Procedures (STAT/On Call 1 Hr. Additional) | \$272.95 per study |
| EEG/EP Procedures (STAT/On Call 2 Hr. Additional) | \$314.15 per study |
| No Show/No Call Patients (5 Month Maximum)        | \$ 36.05 per study |

Maximum number of studies scheduled per day is three; if less than three, there is a charge of \$70 for each study not performed but scheduled.

|                                       |                    |
|---------------------------------------|--------------------|
| Electroencephalogram (EEG)            |                    |
| Evoked Potentials (EP)                |                    |
| Electromyography (EMG)                | \$200.85 per study |
| Nerve Conduction Velocity Study (NCV) | \$200.85 per study |

**EXHIBIT A-3**

(Temporary Radiologic Personnel Services)

|                              |         |
|------------------------------|---------|
| Angiography Services         | \$51.50 |
| Computed Tomography Services | \$51.50 |
| Echocardiography Services    | \$51.50 |
| General Radiology Services   | \$37.75 |

|                                     |         |
|-------------------------------------|---------|
| Mammography Services                | \$51.50 |
| Nuclear Medicine Services           | \$51.50 |
| Radiation Therapy Services          | \$51.50 |
| Ultrasound Services                 | \$51.50 |
| Other Radiologic Personnel Services | \$51.50 |

**EXHIBIT A-4**

(Temporary Respiratory Care Personnel Services)

|  |         |
|--|---------|
| Respiratory Care Practitioner (RCP II) | \$51.00 |
| Respiratory Care Practitioner (RCP I)  | \$42.00 |
| Pediatric/Neonatal Care Services       | \$48.25 |
| Interim Permittee                      | \$38.00 |

Other respiratory therapy services not listed above \$29.00  
(the specific rate is dependent upon the type of services  
and must be approved by County prior to the provision  
of services.)

**EXHIBIT A-5**

(Temporary Medical Support Services)

|  |         |
|--|---------|
| Autopsy Technician                     | \$28.84 |
| Cardiac Electrodiagnostic Technician   | \$26.78 |
| Dental Assistant                       | \$20.60 |
| Electroencephalograph (EEG) Technician | \$26.78 |
| Mortuary Technician/Aid                | \$26.78 |
| Radiation Oncology Physicist           | \$82.40 |
| Renal Dialysis Equipment               | \$26.78 |
| Pharmacist                             | \$79.00 |
| Pharmacist Intern                      | \$25.00 |
| Pharmacy Technician                    | \$17.77 |
| Pharmacy Helper                        | \$16.48 |

**EXHIBIT A-6**

(Mobile Lithotrippers) \$927.00 per case

EXHIBIT I

Contract No. \_\_\_\_\_

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT  
(Temporary \_\_\_\_\_ Personnel Services)

Amendment No.

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between \_\_\_\_\_ COUNTY OF LOS ANGELES (hereafter  
"County")

and \_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled, "TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT", dated  
\_\_\_\_\_, and further identified as County Agreement  
No. \_\_\_\_\_, and any amendments thereto (all hereafter referred  
to as "Agreement"); and

WHEREAS, the parties wish to extend the Agreement term for  
six (6) months, to and including December 31, 2005, subject to  
the right of either party to terminate and withdraw from the  
relationship prior to that date, with or without cause, by giving  
at least thirty (30) days prior written notice thereof to the  
other party; and

WHEREAS, Agreement provides that changes may be made in the  
form of a written amendment which is formally approved and  
executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on July 1, 2005.

2. The first paragraph of Paragraph 1, TERM AND TERMINATION, shall be revised to read as follows:

"1. TERM AND TERMINATION: The term of this Agreement shall commence on July 1, 2005, and shall continue in full force and effect to December 31, 2005. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other."

3. Except for the changes set forth hereinabove, the wording in Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, The Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services, and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

By \_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

\_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

EXHIBIT-I CD3910es.wpd

EXHIBIT II

Contract No. \_\_\_\_\_

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2005,

by and between COUNTY OF LOS ANGELES (hereafter  
"County"),

and (hereafter  
"Contractor").

WHEREAS, pursuant to the provisions of section 1441 of the California Health and Safety Code, County has established and operates, through its Department of Health Services, a network of County hospitals, Comprehensive Health Centers and Health Centers hereafter County Facility; and

WHEREAS, County Facility as used herein refers to County Facility's Administration or authorized designee(s), Medical Facility's Administration or designee(s); or County's Facility Staff; and

WHEREAS, pursuant to the provisions of section 1451 of the California Health and Safety Code and section 31000 of the California Government Code, County finds that the services to be provided hereunder are not immediately available at County Facilities and that such services are necessary for the needs of the sick or injured patients to be served; and

WHEREAS, the Department of Health Services has determined that existing staff of County Facilities do not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and that the services to be provided hereunder either are of a specialized, professional and temporary nature or of an as needed, intermittent nature; and

WHEREAS, other County Departments may also have a need for qualified temporary medical or as needed personnel and may request Contractor's services under this Agreement, as long as the service sites are initially included herein or added by County's Director of Health Services during the term of this Agreement; and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing temporary and as needed personnel to County Facilities, and Contractor's personnel are qualified to perform the services described herein; and

WHEREAS, Contractor is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, it is the intent of both parties that upon execution of this Agreement, any prior agreement between the parties shall be superseded; and

WHEREAS, pursuant to Section 31000 of the California Government Code and Los Angeles County Code Chapter 2.121, County is authorized to contract for these services.

NOW, THEREFORE, in consideration of the promises and covenants hereafter contained, the parties hereto agree as follows:

1. TERM AND TERMINATION: The term of this Agreement shall commence on July 1, 2005, and shall continue in full force and effect to and including June 30, 2006, with two (2), one (1) year automatic renewal periods, ending on June 30, 2008. Except as otherwise set forth below, this Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' advance written notice thereof to the other.

Director may terminate this Agreement immediately if Contractor, or any of its officers, employees or agents, including its independent contractors, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

Director may also terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in, or if Director has reasonable justification to believe that Contractor, or such employees or agents, including Contractor's independent contractors, may be

engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate Termination".

2. DESCRIPTION OF SERVICES: Contractor agrees to provide County Facilities, upon request and qualification by County Facility, with the temporary or as needed, intermittent personnel services as described in the following Exhibits, attached hereto and incorporated herein by reference:

- A-1 Audiology, Occupational Therapy, Physical Therapy, Recreation Therapy and Speech Pathology Personnel Services
- A-2 Neurology Testing Personnel Services
- A-3 Radiologic Personnel Services
- A-4 Respiratory Care Personnel Services
- A-5 Autopsy Technician; Cardiac Electro-diagnostic Technician, Dental Assistant, Electroencephalograph Technician, Mortuary Technician/Aid, Radiation Oncology Physicist, Renal Dialysis Equipment Technician, Pharmacist Technician Personnel Services
- A-6 Mobile Lithotripsy Personnel Services

3. BILLING AND PAYMENT: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions and rates set forth in Exhibit B, attached hereto and incorporated herein by reference attached hereto and incorporated herein by reference.

4. TERM OF TEMPORARY PERSONNEL ASSIGNMENTS: For those personnel required by County on a temporary basis, Contractor's personnel may be scheduled to work full-time [forty (40) hours per week] for a specific County Facility. In no event shall the length of the work assignment extend beyond one (1) year from the date of the personnel's assignment to the County Facility.

Contractor shall be responsible for notifying County Facility in writing at least thirty (30) days prior to the expiration of the one (1) year assignment period specified herein and for assuring that such personnel are not assigned to work at County Facility beyond this one (1) year assignment period.

5. NONEXCLUSIVITY: Contractor acknowledges that it is not the exclusive provider to County of the services to be provided under this Agreement, and that County has, or intends to enter into, contracts with other providers of said services.

6. CONTRACTOR RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of the temporary and as-needed

medical personnel services described in this Agreement.

Prior to the execution of this Agreement, Contractor shall provide the Department of Health Services, Contracts and Grants Division, and/or County Facility requesting temporary medical personnel services with a copy of its current business license(s) and appropriate Employer Identification Number.

B. Prohibition Against the Utilization of County-Employed Personnel: Contractor shall not utilize any current County-employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement. Further, Contractor shall not utilize any former County-employed personnel (whether full-time or part-time) for the provision of services pursuant to this Agreement, unless such former County-employed personnel have terminated their County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment of such former County-employed personnel because of County budget reductions.

Failure to comply with the requirements set forth in this Paragraph shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right

of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

C. Recruitment:

(1) Contractor shall screen all personnel prior to Referring such personnel to County to assure that such personnel meet the professional qualifications described in this Agreement.

(2) Contractor shall verify, prior to referring its personnel to County, that all such persons have a current California license or certificate, and any other licenses and/or certifications required by law. Documentation that Contractor has verified the current status of, or a photocopy of, all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time,

then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time. If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

(3) Contractor shall provide County Facility, forty-eight (48) hours upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, as appropriate, for each such person.

(4) If Contractor recruits out-of-state personnel to provide services hereunder, Contractor shall assure that all such personnel meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such person, County shall not pay for the time worked by that individual.

(5) Contractor shall, at no cost to County, make all travel arrangements to and from Los Angeles, California, and shall be responsible for providing, or arranging for, housing for such out-of-state recruited personnel.

D. Annual Staff Development: Contractor personnel providing services hereunder shall have attended annual staff development in the following areas: (1) blood borne pathogens precautions, infection control; (2) patient safety (fire, electrical, disaster); (3) employee right-to-know; (4) toxic substances; (5) patients' rights; and (6) child/elder abuse. Documentation that Contractor's employees have attended such staff development program(s) shall be retained by Contractor and shall be made available to County Facility upon request for purposes of inspection and audit.

Contractor personnel not having completed any of the above staff development programs may attend such programs at County Facility, if such programs are offered by County Facility. In such event, the time Contractor's personnel spend attending such required staff development programs shall not be billed to County by Contractor.

E. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's Infection Control Department within twenty-four

(24) hours of becoming aware of the diagnosis.

If a County patient is diagnosed with having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Facility, as shall report such occurrences to Contractor.

For purposes of this Agreement, the infectious diseases reportable hereunder are those listed in the Public Health List of Reportable Diseases.

F. Physical Examination: Contractor shall ensure that each person who performs patient care services under this Agreement is examined by a California licensed physician or other licensed medical practitioner such as physician assistants and nurse practitioners on an annual or biannual basis, as required by the Joint Committee on the Accreditation of Healthcare Organizations (JCAHO) and Section 70723, Title 22, California Code of Regulations.

Contractor shall provide County, upon request, with evidence that each of its personnel is free of infectious/contagious disease(s) which would interfere with the person's ability to perform services hereunder or which could be transmitted in the work place, that each such person is immunized against common communicable diseases, that each such person has received an initial chest x-ray,

an annual TB skin test or TB symptoms evaluation or periodic chest x-ray, a measles (Rubeola) and Rubella antibody titer demonstrating immunity and/or vaccination, and that each such person has been offered a Hepatitis B antibody titer demonstrating immunity and/or vaccination. In those instances where persons have no demonstrated Hepatitis B immunity, and have refused vaccination, a waiver to that effect must be on file and provided upon request.

Written certification that such person is free of infectious disease(s), has been tested and/or vaccinated as required above, and physically able to perform the duties described herein shall be retained by Contractor for purposes of inspection and audit and made available to County upon request. Contractor personnel provided under this Agreement must have completed the above tests prior to performing any work under this Agreement.

G. County Facility Orientation: In-house orientation of all Contractor referred personnel may be required by any County Facility. Orientation time at any given County Facility [up to a maximum of (8) hours] shall be at Contractor's expense and shall not be billed to County.

H. Department of Health Services (DHS) Risk Management Information Handbook: Contractor's personnel assigned to County Facilities hereunder shall be required to read and

sign a statement that he/she has read the DHS Risk Management Information Handbook regarding DHS malpractice policies and medical protocols prior to providing services under this Agreement.

I. Risk Management Program/Loss Prevention Plan:

Contractor shall provide Director with a copy of its risk management and/or loss prevention plan. If Contractor does not have a risk management and/or loss prevention plan, Director will assist Contractor in developing such a plan. Contractor shall also implement a dual notification requirement to ensure that both Contractor's Risk Manager and County's Risk Manager are promptly notified of any potential risk exposure arising from the acts or omissions of Contractor's personnel performing services hereunder.

J. Background and Security Investigations: All

Contractor personnel performing services under this Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of Contractor, regardless of whether Contractor's personnel

passes or fails the background clearance investigation.

7. TEMPORARY PERSONNEL'S PROFESSIONAL QUALIFICATIONS:

A. Licenses, Registrations and Certificates:

Contractor-referred personnel providing services hereunder must have a valid and current California State license, registration or certificate, as appropriate, and must carry their current, original State license, registration or certificate (not a copy) at all times.

Each County Facility, shall verify the current status of all licenses and/or certificates of all temporary personnel referred by Contractor.

County Facility may refuse utilization of any of Contractor's personnel if the above information is not provided in accordance with this Paragraph.

In the event County inadvertently utilizes a person who lacks the appropriate licenses, registrations and/or certificates, County shall not pay for any time worked by that individual.

B. Cardio-Pulmonary Resuscitation Certification: All Contractor personnel providing services on behalf of Contractor hereunder must have current certification in cardio-pulmonary resuscitation (CPR) from either the American Heart Association, the American Red Cross, the American Safety and Health Institute, the Department of

Parks and Recreation, the Emergency Care and Safety Institute, or other County-approved program and must carry their current, original (not a copy) CPR card at all times.

Contractor shall maintain in its files a copy of a current Cardio-Pulmonary Resuscitation (CPR) card for each person providing services under this Agreement.

C. Joint Commission on the Accreditation of Healthcare Organization (JCAHO) Standards: Contractor-referred personnel shall meet all JCAHO requirements established for each discipline with respect to licensure, certification, registration, continuing education and in-service education.

8. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S PERSONNEL: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County Facilities and that the County Facilities cannot restrict access by Contractor-referred personnel to such information.

In the event any personnel referred by Contractor hereunder express interest in County employment and County Facility desires to recruit such individual, County Facility shall give reasonable notice of such fact to Contractor.

9. PROHIBITION AGAINST THE RECRUITMENT OF COUNTY EMPLOYEES:

Except as may otherwise be expressly stated to the contrary herein, Contractor, and Contractor's employees, officers, agents independent contractors shall not hire, recruit, attempt to recruit, or cause to be recruited, any County employee to become an employee of Contractor, while Contractor, its employees, officers, agents, or independent contractors are at a County Facility.

Any such attempted hiring or recruitment of any County employee by Contractor, its employees, officers, agents, independent Contractors shall constitute a material breach of this Agreement upon which County shall immediately terminate this Agreement.

10. GENERAL CONDITIONS:

A. Contractor shall make a reasonable effort to provide the services of a specific individual when initially requested to do so by County Facility. At the time of such request, County Facility shall notify Contractor whether such individual is required on a "per diem" basis or a "weekly basis" as those terms are defined in Exhibit B of this Agreement. County Facility shall not be permitted to request Contractor to modify the status of requested personnel after their initial assignment.

B. While at a County Facility, Contractor's personnel shall report to the County Facility's Administrator or his/her authorized designee.

C. Contractor shall maintain a system for evaluating in writing the performance of its personnel at regular intervals, but not less than annually. A copy of such evaluation shall be maintained by Contractor and shall be made available to County upon request for purposes of inspection and audit.

D. Contractor shall immediately remove any of its personnel from the provision of services hereunder upon receipt of oral or written notice from County Facility that the actions of such person may adversely affect the delivery of health care services or such person does not meet the productivity requirements and performance standards of County Facility.

In such cases, Contractor shall bill County for the actual hours (rounded up to the nearest half-hour) worked by said individual prior to his/her removal.

E. County Facility may refuse any individual whom either has previously requested to be removed from the provision of services.

F. Contractor's management shall be available by phone and to meet with County Facility Staff within a reasonable

time after notification by such County Facility.

G. Contractor's personnel who agree to perform services hereunder understand that while case requirements may be more difficult, a workload shall not be in excess of a workload of a County employee.

H. For Contractor personnel assigned to a County Facility, such personnel shall sign in and out on daily time sheets, consistent with the policy of the County Facility. A copy of the daily time sheets shall be sent (or faxed) to Contractor weekly.

I. County Facility may require Contractor's personnel to use County Facility issued pagers during their employment period or shift. The pagers will be provided by County Facility and Contractor's employee(s) will be required to sign for receipt of such pagers at the beginning of assignment and be required to return the pagers to County Facility at the end of their work period, shift or termination, as determined by County Facility. County Facility shall establish the procedures for issuing and maintaining records of the pagers. Contractor shall be accountable for pagers while they are assigned to Contractor's personnel and Contractor shall be responsible for the replacement cost for lost or stolen or damaged pagers at the fair market value as determined in the sole

discretion of County's Internal Services Department at the time of incident. Such value shall be deducted from Contractor's next scheduled billing period from the time of incident. The fair market value shall not be less than Sixty Dollars (60) and shall not exceed the fair market value at the time of incident.

J. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor personnel who experience an industrial accident (e.g., needle sticks) while providing services pursuant to this Agreement. In the event one of Contractor's assigned personnel receives a needle stick while performing services hereunder, such person's medical care shall be at Contractor's expense. Follow-up for Contractor personnel exposed to HIV positive patients must be in accordance with Federal Centers for Disease Control guidelines and is the responsibility of Contractor and the individual.

Contractor shall give each employee and/or independent contractor providing services hereunder written instructions on the above policies and procedures, to be reviewed on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

K. Contractor shall maintain and update not less than annually a skills inventory for each professional and para-professional providing services pursuant to this Agreement.

11. INDEPENDENT CONTRACTOR STATUS:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of employee, agent, servant, partnership, joint venture or association, as between County and Contractor. The employees or agents, including independent contractors, of Contractor shall not be construed to be the employees or agents of County for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation or benefits to any personnel provided by Contractor.

C. Contractor understands and agrees that all persons, whether employees of Contractor or independent contractors to Contractor, furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, not the responsibility of County. Contractor

shall bear the sole responsibility and liability for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with services performed by or behalf of Contractor pursuant to this Agreement.

D. Contractor shall inform all of its employees and independent contractors who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

13. GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other

insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth Floor-East, Los Angeles, California 90012, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insureds for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the

right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A. M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents Claims or Suits:

Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which Occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by

County.

F. Insurance Coverage Requirements for Subcontractors:

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage any time.

14. INSURANCE COVERAGE REQUIREMENTS:

A. General Liability Insurance: (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: \$2 Million

Products/Completed Operations \$1 Million

Aggregate:

Personal and Advertising Injury:\$1 Million

Each Occurrence: \$1 Million

B. Automobile Liability Insurance (written on ISO policy form CA 00 02 or its equivalent) with a limit of liability of not less than \$1 Million for each accident.

Such insurance shall include coverage for all "owned",  
"hired" and "non-owned" vehicles, or coverage for "any auto".

C. Workers Compensation and Employers' Liability:

Insurance providing workers compensation benefits, as  
required by the Labor Code of the State of California or by  
any other state, and for which Contractor is responsible.

In all cases, the above insurance also shall include  
Employers' Liability coverage with limits of not less than  
the following:

Each Accident: \$1 Million

Disease - Policy Limit: \$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability: Insurance covering liability  
from any error, omission, negligent or wrongful act of  
Contractor, its officers or employees with limits of not less  
than \$1 Million per occurrence and \$3 Million aggregate. The  
coverage also shall provide an extended two-year reporting  
period commencing upon expiration or earlier termination or  
cancellation of this Agreement.

15. CONTRACTOR'S OFFICES: Contractor's business offices are  
located at \_\_\_\_\_.

Contractor shall notify in writing County's Department of Health  
Services, Contracts and Grants Division, 313 North Figueroa  
Street, Sixth Floor East, Los Angeles, California 90012, of any

change in its business address at least ten (10) working days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's Department of Health Services, Contracts and Grants Division, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof. Contractor understands that changes in its corporate or legal status may require County consent if Agreement is to remain effective.

16. ADDITIONAL PROVISIONS: Attached hereto and incorporated herein by reference, is a document labeled "ADDITIONAL PROVISIONS". The terms and conditions contained therein are part of this Agreement.

17. NOTICES: Any and all notices required, permitted or desired to be given hereunder by one party to the other shall be in writing and shall be delivered to the other party personally or by United States mail, registered or certified, postage prepaid, return receipt requested, to the parties at the following addresses and to the attention of the person named. Director shall have the authority to issue all notices which are required or permitted by County hereunder. Addresses and persons to be notified may be changed by either party by providing at least ten (10) calendar days prior written notice to the other

party.

A. Notices to County shall be addressed as follows:

1. Department of Health Services  
Personal Health Services  
313 North Figueroa Street  
Los Angeles, California 90012

Attn: Assistant Director

2. Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, Sixth Floor - East  
Los Angeles, California 90012

Attn: Division Chief

B. Notices to Contractor shall be addressed as follows:

XXXXXXXXXX  
XXXXXXXXXX  
XXXXXXXXXX

Attn: President

IN WITNESS WHEREOF, the Board of Supervisors of the County of  
Los Angeles has caused this Agreement to be subscribed by its

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Director of Health Services, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

\_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(Affix Corporate Seal)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By \_\_\_\_\_  
Cara O'Neill, Chief  
Contracts and Grants

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ADDITIONAL PROVISIONS

TEMPORARY MEDICAL PERSONNEL SERVICES AGREEMENT

1. ADMINISTRATION AND MONITORING:

A. County's Director of Health Services or his authorized designee (collectively hereafter "Director"), is authorized to administer this Agreement on behalf of County.

B. Contractor extends to Director, to authorized representatives of the State and the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) the right to review and monitor Contractor's personnel and services, to include on-site visits to Contractor's office(s), upon demand to verify compliance with applicable standards and regulations and with the terms of this Agreement.

All such inspections made by Director and other County representatives shall be conducted during Contractor's normal business hours in a manner which will not interfere with Contractor's operations.

2. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT:

A. The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance to generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records

relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

1) In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or State auditor or accountant employed by the Contractor or otherwise, then the Contractor shall

file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

2). Failure on the part of the Contractor to comply with any of the provisions of this Paragraph 2, subparagraph 2, shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

3. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of all patient records and information, in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents, independent contractors and others providing services hereunder in writing of the confidentiality provisions of this Agreement. A copy of such document informing all of its officers, employees, agents and independent contractors of the provisions of this Paragraph shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

4. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service, or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age or physical or mental handicap.

5. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally by it without regard to, and will not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to, and will not be discriminated against because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include, but is not limited to, the following: employment, upgrading demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by Director. Prior to any such inspection, Contractor may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may come into the possession of County during such an inspection, County hereby promises to protect same from disclosure to third parties.

E. If County finds that any of the above provisions have been violated, the same shall constitute a material breach of Agreement upon which County may determine to cancel, terminate, or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of Agreement have been violated, in addition, a determination by the California

Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated anti-discrimination provisions of this Paragraph.

F. The parties agree that in the event Contractor violates the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500) per violation or group of such violations investigated, pursuant to Civil Code Section 1671 as liquidated damages. The liquidated damages payable pursuant to this Subparagraph are meant to compensate County for the costs of investigating violations of the anti-discrimination provisions of this Paragraph. The parties agree that the basis for assessing liquidated damages for purposes of this Subparagraph shall be the number of investigative reports submitted to Director, provided that no violation may be covered in more than one report. Director shall use her/his best efforts to insure that violations will be grouped together whenever possible for purposes of investigation.

6. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. County will refer GAIN participants by job category to Contractor.

7. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair her/his physical or mental performance.

8. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that health care facilities maintained by County, including shelters and relief facilities operated by County during a disaster, provide care essential to the residents of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. Notwithstanding any other provision of this Agreement, Contractor shall continue to provide services at County health care facilities and, if requested to do so by Director, shall

also provide services at County operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible.

Director shall provide Contractor with an explanation of the services and responsibilities required of Contractor in the event of a disaster or civil unrest.

9. RULES AND REGULATIONS: During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person, while on County premises, may harm County patients.

10. LICENSES. PERMITS. REGISTRATIONS AND CERTIFICATES: Contractor shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates required by law for the operation of its business and for the provision of services hereunder. Copies of all such applicable licenses, permits, registrations and certifications

shall be delivered to County's Department of Health Services, Contracts and Grants Division, 313 North Figueroa Street, Sixth-Floor East, Los Angeles, California 90012, prior to commencing services under this Agreement. Contractor shall further ensure that all its personnel, including all its independent contractors, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses, permits, registrations and certifications shall be made available to County upon request.

11. UNLAWFUL SOLICITATION: Contractor shall inform all of its officers, employees and agents, including all its independent contractors, providing services hereunder in writing of the provision of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of said provisions by its officers, employees, agents and independent contractors. Contractor agrees that if a patient requests assistance in obtaining the services of any attorney, it will refer the patient to the attorney referral service of all those bar associations

within the County of Los Angeles that have such a service.

A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

12. CONFLICT OF INTEREST: No County officer or employee whose position in County enables her/him to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

No officer, employee, agent, or independent contractor of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval process for the award of this Agreement or any competing agreement, or ongoing administration or evaluation of such services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts

which might reasonably be expected to create a conflict of interest, it shall immediately make a full written disclosure of such facts to Director. Full written disclosure shall include, without limitation, identification of all persons involved and a complete description of all relevant circumstances.

13. COVENANT AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

14. TERMINATION FOR INSOLVENCY AND DEFAULT:

A. Termination For Insolvency: County may terminate this Agreement immediately for default in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts

in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Code or not;

(2) The filing of a voluntary or involuntary petition under the Federal Bankruptcy Code;

(3) The appointment of a Receiver or Trustee for Contractor;

(4) The execution by Contractor of an assignment for the benefit of creditors.

B. Termination For Default: County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

(1) If, as determined in the sole judgment of County Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such

failure within a period of ten (10) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Agreement as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

15. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to this Agreement. In the event of such termination,

County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

16. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Paragraph, such County consent shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by County to any delegatee or assignee on any

claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which County may have against Contractor, whether under this Agreement or otherwise.

B. Shareholders or partners, or both, of Contractor may sell, exchange, assign, divest, or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, then prior written consent thereof by County's Board of Supervisors shall be required. Any payments by County to Contractor on any claim under this Agreement shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment, or other transfer shall be refused only if County, in its sole judgement, determines that the transferee(s) is (are) lacking in experience, capability, or financial ability to perform all Agreement services and other work. This in no way limits any County right found elsewhere in this

Agreement, including, but not limited to, any right to terminate this Agreement.

17. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damage, liability or expense resulting from any violation on the part of Contractor, its officers, employees or agents of such Federal, State or local laws, ordinances, rules, regulations or directives.

18. AUTHORIZATION WARRANTY: Contractor hereby represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

19. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend and hold harmless County, its officers, employees and agents from any and all liability,

including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs and attorney's fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees, or by independent contractors on behalf of Contractor, for which County may be found jointly or solely liable.

20. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that the temporary personnel referred to County Facilities by Contractor hereunder, including all independent contractor personnel performing services hereunder, meet the citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all such personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all such personnel for the period prescribed by law. Contractor shall indemnify, defend and hold harmless County, its officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for

employment of persons performing services under this Agreement.

21. RESTRICTIONS ON LOBBYING: If any Federal monies are to be used to pay for Contractor's services under this Agreement, Contractor shall comply with all certifications and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

22. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

23. MERGER PROVISION: The body of this Agreement, together with the Additional Provisions and the Exhibits attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Agreement. No addition to or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their

officers, agents or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

24. SEVERABILITY: If any provision of this Agreement, including any provision in the Additional Provisions or the Exhibits, or the application thereof to any person or circumstance is held invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

25. INTERPRETATION: If there is any uncertainty, ambiguity, or discrepancy as to any portion of this Agreement, or if there is any misunderstanding as to the interpretation or applicability of any provision hereunder, Director shall be consulted and his decision shall be final.

26. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

27. CONTRACTOR'S WILLINGNESS TO CONSIDER COUNTY'S EMPLOYEES FOR EMPLOYMENT: Contractor agrees to receive referrals from County's Department of Human Resources of qualified permanent

employees who are targeted for layoff or qualified former employees who have been laid off and are on a reemployment list during the life of this Agreement. Such referred permanent or former County employees shall be given first consideration of employment as Contractor vacancies occur after the implementation and throughout the term of this Agreement.

Notwithstanding this or any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

28. COUNTY'S QUALITY ASSURANCE PLAN: Director or his/her agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that any place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by Director and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

29. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS: Contractor shall assure that the locations where services are

provided under provisions of this Agreement are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

30. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Agreements are in compliance with their court ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC section 653a) and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding

Orders or District Attorney Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246 (b).

31. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the TERMINATION FOR INSOLVENCY AND DEFAULT PARAGRAPH of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

32. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require

Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, director or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor

shall immediately notify Contractor in writing, during the term of this Agreement, should it or any of its subcontractors or any principals be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

34. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor under this Agreement or other Agreements, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time not to exceed three (3) years, and terminate any or all existing Agreements Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of an Agreement with County or a nonprofit corporation created by County, (2) committed any act or omission which negatively reflects on Contractor's quality, fitness, or capacity to perform an Agreement with County any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a

recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. These term shall also apply to  
(subcontractors/subconsultants) of County Agreements.

35. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT HIPAA OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ('HIPAA'). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy and security of patients' medical information, and must take certain steps to preserve the confidentiality of this

information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, and the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

"CONTRACTOR AND COUNTY UNDERSTAND AND AGREE THAT EACH IS INDEPENDENTLY RESPONSIBLE FOR HIPAA COMPLIANCE AND AGREE TO TAKE ALL NECESSARY AND REASONABLE ACTIONS TO COMPLY WITH THE REQUIREMENTS OF THE HIPAA LAW AND IMPLEMENTING REGULATIONS RELATED TO TRANSACTIONS AND CODE SET, PRIVACY, AND SECURITY. EACH PARTY FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY (INCLUDING THEIR OFFICERS, EMPLOYEES, AND AGENTS, FOR ITS FAILURE TO COMPLY WITH HIPAA."

36. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one (1) or more County contracts or subcontracts.

"Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury

Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Exhibit D, is the required form, "County of Los Angeles Contractor Employee Jury Service Program Application for Exception and Certification Form", to be completed by the Contractor.

D. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

37. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement.

Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

38. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30<sup>th</sup> of the last County fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date.

39. SUBCONTRACTING: Although it is the intent of the parties that all services hereunder are to be provided by Contractor's employees, both parties agree that Contractor may encounter a need for highly specialized services for which Contractor may find it necessary to subcontract.

The requirements for such limited use of subcontracting are as follows:

A. No performance of this Agreement or any portion thereof shall be subcontracted by Contractor without the prior written consent of Director or his/her authorized designee(s). Any attempt by Contractor to subcontract any performance of services under this Agreement without the prior written consent of Director or his/her authorized designee(s), shall be null and void and shall constitute a material breach of this Agreement.

B. In the event Director or his/her authorized designee(s) may consent to subcontracting, each and all of the provisions of this Agreement and any Amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

C. In the event that Director or his/her authorized designee(s) would consent to subcontracting, Contractor shall include in all subcontracts under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties shall inure to the benefits of the County of Los Angeles.

D. Contractor's request to Director or his/her authorized designee(s) for approval to enter into a subcontract shall include:

(1) A description of the services, to be provided by the subcontract.

(2) Identification of the proposed subcontract and documented explanation as to the qualifications of the Subcontractor and the ability to provide services required in the Agreement, and to include a description of Contractor's efforts to obtain competitive bids of why and how the proposed subcontractor was selected.

(3) Any other information and/or certifications requested by Director or his/her authorized designee(s).

E. All subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of any subcontractor. Approval of the provisions of any subcontract by Director or his/her authorized designee(s) shall not be construed to constitute a determination of the allocability of any cost under this Agreement.

F. Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors. County shall have no liability or responsibility for any payment or other compensation for any subcontractor.

40. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where and how to safely surrender a baby. The fact sheet set forth in Exhibit E, attached hereto and incorporated herein by reference, of this Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

41. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the

poster to be used.

42. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

43. WAIVER: No waiver of any breach of any provision of this Agreement by County shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and in addition to any other remedies in law or equity.

44. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be construed in accordance with and governed by the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

45. SPARTA: A County program, known as 'SPARTA' (Service Proposers, Artisan and Tradesman Activities) may be able to assist Contractors in obtaining affordable liability insurance. The County's insurance broker, Municipality Insurance Services, Inc., administers the SPARTA Program. For additional

information, a Contractor may call (800) 420-0555 or contact SPARTA through the e-mail address: carol@web2wise.com.

46. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than the payments made by County to Contractor, then the difference shall be at Director's option, be either repaid by Contractor to County by cash payment upon demand or, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

47. ALTERATION OF TERMS: The body of this Agreement, together with the Exhibits hereto, fully expresses all matters covered and shall constitute the total Agreement. Except as specifically provided herein, no addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents or employees, shall be valid unless made in writing and formally adopted in the same manner as this Agreement.

EXHIBIT A-1

DESCRIPTION OF SERVICES

(Temporary Audiology, Occupational Therapy, Physical Therapy,  
Recreation Therapy, and Speech Pathology Personnel)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County with the following temporary or as-needed personnel: Licensed Audiologist; Licensed Occupational Therapist; Certified Occupational Therapy Assistant; Licensed Physical Therapist; Licensed Physical Therapy Assistant; Licensed Speech Pathologist; Recreation Therapist and Recreation Therapy Assistant.

Contractor agrees to provide, upon advance notice, all services required in this Exhibit and such services shall be provided in accordance with the specific terms and conditions in Agreement, and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County and may include the provision of home care services for County patients. Services shall be limited to services requested by the patient's attending physician.

3. PERSONNEL: During the term of this Agreement, all audiologists, therapists and assistants performing services at acute care County Facilities hereunder shall have a minimum of two (2) years experience in an acute care facility within thirty-six (36) months of their referral hereunder. All Contractor personnel performing services at County rehabilitation facilities and/or skilled nursing facilities shall have a minimum of two (2) years experience in such a rehabilitation or skilled nursing facility, as appropriate, within thirty-six (36) months of their referral hereunder.

In addition, during the term of this Agreement, all Contractor-referred personnel providing services hereunder shall meet the minimum requirements established for each discipline described below:

A. Licensed Audiologist: Audiology personnel providing services at County Facilities must have a Master's or doctoral degree from an accredited college or university with specialization in audiology or communication disorders or related disciplines such as speech and hearing sciences and must be licensed as an audiologist by the Speech-Language Pathology and Audiology Examining Committee of the California Medical Board;

B. Licensed Occupational Therapist: Occupational therapy personnel providing services at County Facilities must be graduates of an occupational therapy curriculum accredited by the

Accreditation Council for the Occupational Therapy Education (ACOTE) of the American Occupational Therapy Association (AOTA), and must have a current license from the California Board of Occupational Therapy;

C. Certified Occupational Therapy Assistant: Occupational therapy personnel providing services at County Facilities must be graduates of a college-level occupational therapy assistant curriculum approved by the ACOTE of the AOTA and must have current certification or a limited permit for certification from the California Board of Occupational Therapy;

D. Licensed Physical Therapist: Physical therapy personnel providing services at County Facilities must be graduates of a physical therapy curriculum accredited by the American Physical Therapy Association and licensed by the Physical Therapy Examining Committee of the California Medical Board;

E. Licensed Physical Therapy Assistant: Licensed physical therapy personnel providing services at County Facilities must be graduates of a college-level physical therapy curriculum approved by the American Physical Therapy Association and must have current certification by the Physical Therapy Examining Committee of the California Medical Board;

F. Licensed Speech Pathologist: Speech pathology personnel providing services at County Facilities must have a master's or

doctoral degree from an accredited college or university with specialization in communication disorders, speech and hearing sciences, speech pathology or linguistic/language disorders and must be licensed as a speech/language pathologist by the California Speech-Language, Pathology and Audiology Board (SLPAB) Department of Consumer Affairs and have a current Certificate of Clinical Competence as a speech pathologist issued by the American Speech, Language and Hearing Association;

G. Recreation Therapist: Recreation therapy personnel providing services at County Facilities must be graduates from an accredited college with specialization in Recreation Therapy or with specialization in Therapeutic Recreation and have current certification from the California Board of Recreation and Park or from the National Council for Therapeutic Recreation;

H. Recreation Therapy Assistant: Recreation therapy personnel providing services at County Facilities must have completed two (2) years in an accredited college with specialization in recreation therapy and at least six (6) months experience (totaling 740 hours) assisting with recreation activities for physically, mentally or socially disabled patients.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less experience than the minimum requirements described herein at

a reduced hourly rate. Written approval hereunder shall be in the form of letter to Contractor from County Facility listing the name(s) of the person(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate, as listed in Exhibit B, less twenty-five percent (25%).

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EXHIBIT A-2

DESCRIPTION OF SERVICES

(Temporary Neurology Testing Personnel Services)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: neurology testing personnel. Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to those services requested by the patient's attending physician.

3. PERSONNEL: All Contractor-referred personnel performing services at acute care County Facilities hereunder shall have a minimum of one (1) year experience in an acute

care facility within thirty-six (36) months of their referral hereunder. At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than one (1) year acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the persons(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B, less twenty five percent (25%).

EXHIBIT A-3

DESCRIPTION OF SERVICES  
(Temporary Radiologic Personnel)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Angiography Services; Computed Tomography Services; Echocardiography (Pediatric or Adult); General Radiology (X-Ray) Services; Mammography Services; Nuclear Medicine Services; Radiation Therapy Services; and, Ultrasound Services.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the

patient's attending physician.

3. PERSONNEL: Personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years experience in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than the stated experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the persons(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B, less twenty five percent (25%).

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EXHIBIT A-4

DESCRIPTION OF SERVICES  
(Temporary Respiratory Care Personnel)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Respiratory Care Practitioners I (RCP I); Respiratory Care Practitioners II (RCP II); Pediatric/Neonatal Care, Respiratory Services; and Interim Permittees.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician.

3. PERSONNEL: RCP I level personnel performing services at acute care County Facilities hereunder shall have a minimum of two (2) years experience in an acute care facility within thirty-six (36) months of their referral hereunder.

RCP II level personnel shall have a minimum of one (1) year's experience in an acute care facility within thirty-six (36) months of their referral hereunder.

Notwithstanding the foregoing, Contractor shall ensure that temporary personnel providing neonatal, pediatric and/or critical care services hereunder have at least two (2) years recent experience as a respiratory care practitioner in a general acute care hospital Neonatal Intensive Care Unit (NICU), Pediatric Intensive Care Unit (PICU), Intensive Care Unit (ICU), and either:

a) Current certification as a neonatal, pediatric and/or critical care respiratory care practitioner; or,

b) Completion of a training program including clinical and didactic courses in respiratory assessment and utilization of electronic monitoring and life support equipment; or

c) If Contractor's personnel do not qualify under either Subparagraph a) and b) above, then Contractor may elect to have County Facility review its critical care

screening tests. If such screening tests' content and minimum passing score requirements are comparable to County's critical care standards, then County Facility may certify Contractor's respiratory care practitioner as qualified for critical care services.

County Facility may approve the provision of respiratory care services by interim permittees graduated from a State approved Joint Review Committee for Respiratory Therapy Education program and directly supervised on-site by qualified respiratory care personnel.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than one the required experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the persons(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B, less twenty five percent (25%).

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EXHIBIT A-5

DESCRIPTION OF SERVICES

(Temporary Autopsy Technician; Cardiac Electro-diagnostic Technician, Dental Assistant, Electroencephalograph Technician, Mortuary Technician/Aid, Radiation Oncology Physicist, Renal Dialysis Equipment Technician, Pharmacist, Pharmacist Intern, Pharmacist Technician, and Pharmacy Helper Personnel Services)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: Autopsy Technician; Cardiac Electro-diagnostic (ECG) Technician; Dental Assistant; Electroencephalograph (EEG) Technician; Mortuary Technician/Aid; Pharmacist, Pharmacist Intern, Radiation Oncology Physicist; Renal Dialysis Equipment Technician; Pharmacist Technician; and, Pharmacy Helper.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to those services requested by the patient's attending physician, dentist or, in the case of services that are not specifically provided to an individual patient, by County Facility's Administrator.

3. PERSONNEL: All Contractor-referred personnel performing services at acute care County Facilities hereunder shall have a minimum of one (1) year experience in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than one (1) year acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the persons(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B, less twenty five percent (25%).

EXHIBIT A-6

DESCRIPTION OF SERVICES

(Temporary Mobile Lithotripsy Personnel Services)

1. SERVICES TO BE PROVIDED: Upon request, Contractor shall provide County Facility with the following temporary or as-needed personnel: lithotripters.

Contractor agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with the specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Temporary or as-needed personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Facility's medical staff or administration.

2. PERSONS TO BE SERVED: Contractor's personnel shall provide services to inpatients and/or outpatients of County Facility and shall be limited to services requested by the patient's attending physician.

3. PERSONNEL & EQUIPMENT:

A. Contractor shall transport a portable

Extracorporeal Shockwave Lithotripsy (ESWL) machine to

County Facility to perform lithotripsy services to County-referred patients to render the patients stone free.

B. Contractor shall provide adequate personnel who are trained and qualified to operate and maintain the required equipment, including all lithotripter(s). All Contractor-referred personnel performing services at acute care County Facilities hereunder shall have a minimum of one (1) year experience in an acute care facility within thirty-six (36) months of their referral hereunder.

At County's sole option and only with County's written approval, County may accept Contractor-referred personnel with less than one (1) year acute care facility experience at a reduced hourly rate. Written approval hereunder, shall be in the form of a letter to Contractor from County Facility listing the name(s) of the persons(s) referred by Contractor and shall clearly state County Facility's acceptance of said person(s) for work at County Facility. The reduced hourly rate shall be computed as follows: the hourly rate as listed in Exhibit B, less twenty five percent (25%).

C. Contractor shall provide normal telephone service for the purpose of communicating with County

Facility personnel.

D. Provide the referring County Facility with a comprehensive medical summary of services rendered to all County-referred patients. The summary shall be identified by the patient's County medical record number and sent within four(4) working days to the referring County Facility's Department of Urology or Administrative Office as mutually agreed upon between Contractor and referring County Facility.

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EXHIBIT B

BILLING, PAYMENT AND SCHEDULE OF RATES

(Audiology, Occupational Therapy, Physical Therapy, Recreation Therapy and Speech Pathology Personnel Services, Personnel Services, Neurology Testing Personnel Services, Radiologic Personnel Services, Respiratory Care Personnel Services, Autopsy Technician; Cardiac Electro-diagnostic Technician, Dental Assistant, Electroencephalograph Technician, Mortuary Technician/Aid, Radiation Oncology Physicist, Renal Dialysis Equipment Technician, Pharmacist, Pharmacist Intern, Pharmacist Technician, Pharmacy Helper and Mobile Lithotripsy Personnel Services. Personnel Services)

1. BILLING AND PAYMENT: Contractor shall bill County every two weeks in arrears, in accordance with the terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided (e.g., critical care, neonatal care, etc.), name of the person who provided services, date and hours worked, hourly rate, and any other charges or credits, as set forth in this Agreement.

Billings shall be made and forwarded to the appropriate County Facility and to the attention of the Expenditure Management Division every two weeks. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

2. PER DIEM PERSONNEL:

A. Definitions: For purposes of this Exhibit, "per diem personnel" shall mean those Contractor-referred personnel assigned to a County facility to provide services on a single shift on a single day. A "single shift" shall mean either an eight (8) hour shift, ten (10) hour shift or a twelve (12) hour shift, depending on the shift scheduled by the County facility.

B. Per Diem Personnel Overtime: For Contractor-referred personnel assigned on a per diem basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first four hours worked in excess of eight (8) hours per day, or for the first four hours worked in excess of ten (10) hours per day, or for the first four hours worked in excess of twelve (12) hours per day, depending on the shift scheduled by County. County shall pay two (2.0) times the hourly rate for all hours worked in excess of twelve (12) hours for those personnel assigned to an eight (8) hour shift or worked in excess of fourteen (14) hours for those personnel assigned to a ten (10) hour shift, or worked in excess of sixteen (16) hours for those personnel assigned to a twelve (12) hour shift.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

3. WEEKLY PERSONNEL:

A. Definitions: For purposes of this Exhibit, "Weekly Personnel" shall mean those Contractor-referred personnel assigned to a County facility on a weekly basis. A "weekly basis" shall mean a forty (40) hour work week comprised of five (5) consecutive days, eight (8) hours per day.

B. Weekly Personnel Overtime: For Contractor-referred personnel assigned on a weekly basis, County shall pay overtime pay at one and one-half (1.5) times the hourly rates set forth herein for the first eight (8) hours worked in excess of forty (40) hours per week on condition that the eight (8) hours are worked on the sixth (6<sup>th</sup>) consecutive day of work in a workweek. County shall pay two (2.0) times the hourly rate for all hours worked in excess of eight (8) hours on the sixth (6<sup>th</sup>) consecutive day of work in a workweek.

Overtime shall not be worked in less than fifteen (15) minute increments and may not be billed for less than fifteen (15) minute increments. A fifteen (15) minute pay increment will be paid after eight (8) minutes of work are performed in a given fifteen (15) minute increment.

C. Call-Back Services: Contractor-referred personnel assigned on a weekly basis, who are called back at any time during the week by County Facility, shall be billed at one and one-half (1.5) times the hourly rate only for those hours worked in excess of forty (40) hours. Call-back services lasting less than one (1) hour shall be billed at one (1) hour.

4. MODIFICATION OF PERSONNEL STATUS: Contractor shall be permitted to modify the personnel status of personnel assigned to a County Facility subsequent to their assignment. However, personnel initially provided by Contractor on a "per diem" basis shall be billed and reimbursed as such even if scheduling changes initiated by the Contractor after the initial provision of the personnel result in such personnel being assigned to a County Facility on a weekly basis.

5. HOLIDAYS: Only the County holidays (from shift start on or after 7:00 a.m. on the morning of the holiday and ending on or before 7:00 a.m. the following day) listed below shall be

billed at one and one-half (1.5) times the hourly rate.

New Year's Day\*

Fourth of July

Memorial Day

Labor Day

Thanksgiving Day

Christmas Day\*\*

No other holidays, whether recognized or created by the State, federal or County government(s) during the term of this Agreement shall be considered County holidays.

\*The official County holiday for New Year's Day for Calendar Year 2006 shall be January 2, 2006.

\*\*The official County holiday for Christmas Day for Calendar Year 2005 shall be December 26, 2005.

6. GENERAL CONDITIONS:

A. County Facility shall request Contractors' personnel via FAX (or facsimile) on a County provided form substantially similar to Attachment I, attached hereto. Contractor shall provide, via return County facsimile form at least one hour prior to start of assignment, a written verification to County Facility stating the following:

- 1) The classification of Contractor referred staff requested by the County Facility, including a

specific person's name in those cases where County Facility specifically requests an identifiable person.

2) The day, time and shift to be worked by each Contractor referred staff, including the number of hours the person will be working (i.e., an eight (8), ten (10) or twelve (12) hour shift. Weekly personnel shall be identified as such; and

3. The name of Contractor's personnel taking the County Facility's request.

B. Contractor shall provide, for each employee presenting to County Facility for the first time, proof of the following: certifications/licenses, health clearances, background checks or assessments, in accordance with the provisions of this Agreement, or any additional requirements of County Facility.

C. For per-diem staffing (i.e., non-traveler personnel) County Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least two (2) hours prior notice. In the event County Facility changes or cancels an order with less than two (2) hours prior notice, County Facility shall pay Contractor an amount equivalent to four (4) hours of service.

If County Facility requests personnel less than two (2) hours before the start of a shift, then County Facility shall be liable for the whole daily rate, provided the individual referred by Contractor arrives within two (2) hours of shift start. If the individual arrives later than two (2) hours of shift start, County Facility shall pay Contractor only for the actual hours (rounded up to the nearest hour) worked.

If County Facility requests personnel after a shift has commenced and the individual arrives within two (2) hours of the time County Facility placed the request with Contractor, then County Facility shall be liable for the time worked plus an additional two (2) hours. If the individual arrives after the two (2) hour time limit referenced above, then County Facility shall be liable only for the actual hours worked.

7. HOURLY RATES: Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

| <u>Exhibit A-1 Services</u>              | <u>*Maximum Hourly Rates</u> |
|--|------------------------------|
| Licensed Audiologist                     | \$50.00                      |
| Licensed Occupational Therapist          | \$50.00                      |
| Certified Occupational Therapy Assistant | \$36.00                      |
| Licensed Physical Therapist              | \$50.00                      |
| Licensed Physical Therapy Assistant      | \$36.00                      |

|                              |         |
|------------------------------|---------|
| Licensed Speech Pathologist  | \$50.00 |
| Recreation Therapist         | \$50.00 |
| Recreation Therapy Assistant | \$36.00 |

| <u>Exhibit A-2 Services</u>                           | <u>Rate Per Study</u>                  |
|---|--|
| Neurological Study Services<br>(Neurological Testing) |  |
| EEG/EP Procedures (Routine)                           | \$103.00 per study                     |
| - for 40 to 50 studies/mo.                            | \$128.75                               |
|   | Per study                              |
| - for 1 to 39 studies/mo.                             | \$154.50 per study                     |
| EEG Procedures (Neonatal/NICU) - month                | \$144.20 per study for 51 plus studies |
| - for 40 to 50 studies/mo.                            | \$169.95 per study                     |
| - for 1 to 39 studies/mo.                             | \$195.70 per study                     |

#### Extended Studies

|   |                    |
|---|--------------------|
| EEG/EP Procedures (Prolonged - 1 Hr. Additional)  | \$144.20 per study |
| EEG/EP Procedures (Prolonged - 2 Hr. Additional)  | \$288.40 per study |
| EEG/EP Procedures (STAT/On Call)                  | \$231.75 per study |
| EEG/EP Procedures (STAT/On Call 1 Hr. Additional) | \$272.95 per study |
| EEG/EP Procedures (STAT/On Call 2 Hr. Additional) | \$314.15 per study |
| No Show/No Call Patients (5 Month Maximum)        | \$ 36.05 per study |

Minimum number of studies scheduled per day is three, if less than three, there is a charge of \$70 for each study not performed but scheduled.

|                                       |                    |
|---------------------------------------|--------------------|
| Electroencephalogram (EEG)            |                    |
| Evoked Potentials (EP)                |                    |
| Electromyography (EMG)all             | \$200.85 per study |
| Nerve Conduction Velocity Study (NCV) | \$200.85 per study |

| <u>Exhibit A-3 Services</u>           | <u>Maximum Hourly Rate</u> |
|---------------------------------------|----------------------------|
| Angiography Services                  | \$51.50                    |
| Computed Tomography Services          | \$51.50                    |
| Echocardiography (Pediatric or Adult) | \$51.50                    |
| General Radiology (X-Ray) Services    | \$36.05                    |
| Mammography Services                  | \$51.50                    |
| Nuclear Medicine Services             | \$51.50                    |
| Radiation Therapy Services            | \$51.50                    |
| Ultrasound Services                   | \$51.50                    |

| <u>Exhibit A-4 Services</u>                | <u>Maximum Hourly Rate</u> |
|--|----------------------------|
| Respiratory Care Practitioners<br>(RCP II) | \$51.00                    |
| Respiratory Care Practitioners<br>(RCP I)  | \$42.00                    |
| Pediatric/Neonatal Care Services           | \$48.25                    |
| Interim Permittee                          | \$38.00                    |

| <u>Exhibit A-5 Services</u>            | <u>Maximum Hourly Rate</u> |
|--|----------------------------|
| Autopsy Technician                     | \$28.74                    |
| Cardiac Electro-diagnostic (ECG) Tech. | \$26.78                    |
| Dental Assistant                       | \$20.60                    |
| Electroencephalograph (EEG) Tech.      | \$26.78                    |
| Mortuary Technician/Aid                | \$26.78                    |
| Radiation Oncology Physicist           | \$82.40                    |

|                                |         |
|--------------------------------|---------|
| Renal Dialysis Equipment Tech. | \$26.78 |
| Pharmacist                     | \$79.00 |
| Pharmacist Intern              | \$25.00 |
| Pharmacist Tech.               | \$17.77 |
| Pharmacy Helper                | \$16.48 |

| <u>Exhibit A-6 Services</u> | <u>Maximum Case Rate</u> |
|-----------------------------|--------------------------|
| Lithotripsy                 | \$900.00 Each Case       |

\* Ten percent (10%) will be added to the above rates for temporary medical personnel who travel 50 miles or more, one way, to the job site at the High Desert Health System.

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Attachment I

COUNTY OF LOS ANGELES- DEPARTMENT OF HEALTH SERVICES  
Temporary Personnel Services Request

Requesting County Medical Facility \_\_\_\_\_ Date of Request \_\_\_\_\_

Individual Requesting \_\_\_\_\_ Time of Request \_\_\_\_\_

County Authorized Fax number \_\_\_\_\_ County Contact Phone Number \_\_\_\_\_

Contractor Name \_\_\_\_\_ Date of response \_\_\_\_\_

Individual Receiving Request \_\_\_\_\_ Time of Response \_\_\_\_\_

Contractor Fax number \_\_\_\_\_ Contractor Contact Phone Number \_\_\_\_\_

| Employee Name | Classification | Hours or Shift | Number of Days/Hrs Required |
|---------------|----------------|----------------|-----------------------------|
|               |                |                |                             |
|               |                |                |                             |
|               |                |                |                             |
|               |                |                |                             |
|               |                |                |                             |